

EXHIBIT D

Gregory A. Kopacz

Subject: FW: Nester, et al v US Construction

From: Andrew Miller <amiller@amillerlaw.com>
Sent: Tuesday, June 28, 2022 4:17 PM
To: Frederic M. Tudor <ftudor@sillscummis.com>
Cc: timothynester@icloud.com
Subject: Nester, et al v US Construction

***** External Email *****

Mr. Tudor,
Thank you for your call.
Notwithstanding the bankruptcy court's approval of the sale to my clients, my clients will not proceed to closing.
As I have explained, the agreement contemplated your client's bankruptcy and excused my clients' performance when that filing occurred.
Moreover, time is of the essence of the Agreement and your offer to close, out of time, does not remedy the breach.
My clients will not purchase this home and demand the release of their deposit money.
Please advise if your client will authorize release of the deposit money.
If not, we will litigate the issue, as necessary.
This is sent without waiver of any of my clients' rights.
Thank you

Andrew L. Miller, Esquire

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